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**FILED**  
OCT 6, 2009  
OCT 6 2009

CLARKE CRIDDELL  
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MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS-CHICAGO

CLARKE CRIDDELL,

Plaintiff,

vs.

Trans Union LLC, Experian  
Information Solutions, Equifax  
LLC, Acceptance Asset LLC,  
Collection Systems Inc, NCO  
Financial System, Torres Credit  
Services Inc, Sallie Mae  
Servicing, DSNB/Macy's, Harvard  
Collection Services Inc, Popular  
Mortgage Servicing Inc, American  
Express, JP Morgan Chase, Fifth  
Third Bank, 1<sup>st</sup> Continental  
Mortgage, Plaza Associates,  
Markoff & Krasky, Credit Bureau  
DEPA, Lexis Nexus aka Reed  
Elsevier Group plc  
Defendant

**09CV6235**

**JUDGE Virginia M. Kendall  
MAG. JUDGE Maria Valdez**

**Fair Credit Reporting Act  
(FCRA)**

**COMPLAINT**

Upon information and belief, and in good faith, Plaintiff, Clark  
Criddell alleges as follows.

**PRELIMINARY STATEMENT**

1. Plaintiff brings this action for damages based upon Defendants' violation of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt Collections Practices Act ("FDCPA") Plaintiff seeks an award of statutory damages, actual damages, punitive damages, and costs and/or any and all damages under the law or which the court deems proper and just.

**JURISDICTION**

2. The jurisdiction of this court is conferred by 15 U.S.C., 1681(p) and 28 U.S.C. 1331. Venue lies in Cook County in the U.S. District Court, Northern District of Illinois-Chicago.

**PARTIES**

3. Plaintiff Clarke Criddell(hereafter "I" or "Plaintiff") is a resident of Posen Illinois. Plaintiff is a "Consumer" as defined by FCRA 1681(a) of the FCRA.
4. Defendant Trans Union LLC (hereafter "Trans Union") is both a "person" as defined by FCRA 1681(a) and a "consumer reporting agency" as defined by FCRA 1681a(f). Trans Union is authorized to do business in the State of Illinois, with its principle place of business located at 555 West Adams, Chicago Illinois 60661.
5. Defendant Experian Information Solutions (hereafter "Experian") is both a "person" as defined by FCRA 1681(a) and a consumer reporting agency as defined by FCRA 1681a(f). Experian is authorized to do business in the State of

Illinois, with its principle place of business located at 475 Anton Blvd. Costa Mesa, CA 92626

6. Defendant Equifax Information Services LLC (hereafter "Equifax") is both a "person" as defined by FCRA 1681(a) and a consumer reporting agency as defined by FCRA 1681a (f). Equifax is authorized to do business in the State of Illinois, with its principle place of business located at 1550 Peachtree St. NW Atlanta, Georgia 30309.
7. Defendant Lexis Nexis aka Reed Elsevier Group plc is both a "person" as defined by FCRA 1681(a) and a consumer reporting agency as defined by FCRA 1681a (f) and is authorized to do business in the State of Illinois, with its principle place of business located at 125 Park Avenue 23<sup>rd</sup> Floor, New York, NY 10017.
8. Defendant Asset Acceptance LLC is a "debt collector" as defined by FDCPA 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.
9. Defendant Collection Systems Inc is a "debt collector" as defined by FDCPA 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.
10. Defendant NCO Financial Systems is a "debt collector" as defined by FDCPA 1692a(6), a "person" as defined by FCRA

1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

11. Defendant Torres Credit Services Inc is a "debt collector" as defined by FDCPA 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

12. Defendant Harvard Collection Services Inc is a "debt collector" as defined by FDCPA 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller" as defined by FCRA 1681a(u) and is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

13. Defendant Popular Mortgage Servicing Inc is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

14. Defendant American Express is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or

1 more consumer reporting agencies about consumer transactions  
2 or experiences with any consumer.

3 15. Defendant Fifth Third Bank is a "furnisher" of information as  
4 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the  
5 ordinary course of business furnishes information to one or  
6 more consumer reporting agencies about consumer transactions  
7 or experiences with any consumer.

8 16. Defendant Chase Bank is a "furnisher" of information as  
9 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the  
10 ordinary course of business furnishes information to one or  
11 more consumer reporting agencies about consumer transactions  
12 or experiences with any consumer.

13 17. Defendant Credit Bureau Depa is a "furnisher" of information  
14 as contemplated by FCRA 1681s-2(a)&(b), who regularly and in  
15 the ordinary course of business furnishes information to one  
16 or more consumer reporting agencies about consumer  
17 transactions or experiences with any consumer.

18 18. Defendant 1<sup>st</sup> Continental Mortgage is a "furnisher" of  
19 information as contemplated by FCRA 1681s-2(a)&(b), who  
20 regularly and in the ordinary course of business furnishes  
21 information to one or more consumer reporting agencies about  
22 consumer transactions or experiences with any consumer.

23 19. Defendant Plaza Associates is a "furnisher" of information as  
24 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the  
25 ordinary course of business furnishes information to one or  
26 more consumer reporting agencies about consumer transactions  
27 or experiences with any consumer.

28 20. Defendant Markoff & Krasky is a "furnisher" of information as  
29 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the  
30 ordinary course of business furnishes information to one or  
31 more consumer reporting agencies about consumer transactions  
32 or experiences with any consumer.

**CAUSES OF ACTION**

21. Plaintiff repeats, alleges, asserts/reasserts and incorporates by reference the foregoing paragraphs.
22. Defendant Trans Union continues to add, store, maintain and disseminate erroneous and inaccurate names, address, employment data and personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and its subscribers that such information is disputed by Plaintiff.
23. Defendant Trans Union continues to willfully, maliciously, and negligently violate FCRA 1681e (b).
24. AS a result of Defendant Trans Union's actions, Plaintiff has been damaged.
25. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
26. Defendant Trans Union continues its failure to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
27. Defendant Trans Union continues its failure to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as required by FCRA which it complied, used and manipulated in order to prepare consumer credit reports,

1 credit scores, risk factors, denial codes and other economic  
2 and predictions data evaluations.

3 28. As a result of Defendant Trans Union's negligent failure to  
4 comply with the FCRA, it is liable to Plaintiff in the amount  
5 equal to sum of (1) any actual damages sustained by Plaintiff  
6 as a result of said failure and (2) the costs of this action  
7 together with reasonable attorney's fees.

8 29. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
9 comply with any requirement imposed under the FCRA with  
10 respect to any consumer is liable to that consumer in and  
11 amount equal to the sum(1) any actual damages sustained by the  
12 consumer as a result of the failure or damages of not less  
13 than \$100.00 and not more than \$1,000.00 (2) such amount of  
14 punitive damages as the court may allow, and (3) in the case  
15 of any successful action to enforce any liability under 15  
16 U.S.C. 1681n, the costs of the action together with reasonable  
17 attorney's fees.

18 30. Defendant Experian, continues to add, store, maintain and  
19 disseminate erroneous and inaccurate names, address,  
20 employment data and personal credit information, in consumer  
21 reports it prepares and issues about Plaintiff which in part,  
22 is fraudulent, false, erroneous, misleading and adverse  
23 despite notice from Plaintiff and subscribers informing  
24 Defendant that such information is disputed by Plaintiff.

25 31. Pursuant to FCRA 1681o, any person who is negligent in failing  
26 to comply with any requirement imposed under the FCRA with  
27 respect to any consumer is liable to that consumer in an  
28 amount equal to the sum of (1) any actual damages sustained by  
29 the consumer as a result of the failure and (2) in the case of  
30 any successful action to enforce any liability under 15 U.S.C.  
31 1681o, the costs of the action together with reasonable  
32 attorney's fees.

- 1 32. Defendant Experian continue its failure to conduct a  
2 reasonable investigation of Plaintiff's disputes and otherwise  
3 failed to comport with FCRA 1681i.
- 4 33. Defendant Experian continues its failure to adopt and follow  
5 reasonable procedures to assure maximum possible accuracy of  
6 Plaintiff's consumer credit and other personal information as  
7 required by FCRA which it complied, used and manipulated in  
8 order to prepare consumer credit reports, credit scores, risk  
9 factors, denial codes and other economic and predictions data  
10 evaluations.
- 11 34. As a result of Defendant Experian's negligent failure to  
12 comply with the FCRA, it is liable to Plaintiff in the amount  
13 equal to sum of (1) any actual damages sustained by Plaintiff  
14 as a result of said failure and (2) the costs of this action  
15 together with reasonable attorney's fees.
- 16 35. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
17 comply with any requirement imposed under the FCRA with  
18 respect to any consumer is liable to that consumer in and  
19 amount equal to the sum(1) any actual damages sustained by the  
20 consumer as a result of the failure or damages of not less  
21 than \$100.00 and not more than \$1,000.00 (2) such amount of  
22 punitive damages as the court may allow, and (3) in the case  
23 of any successful action to enforce any liability under 15  
24 U.S.C. 1681n, the costs of the action together with reasonable  
25 attorney's fees.
- 26 36. Defendant Equifax continues to add, store, maintain and  
27 disseminate erroneous and inaccurate names, address,  
28 employment data and personal credit information, in consumer  
29 reports it prepares and issues about Plaintiff which in part,  
30 is inaccurate, false, erroneous, misleading and adverse  
31 despite notice from Plaintiff and subscribers that such  
32 information is disputed by Plaintiff.



1 37. Pursuant to FCRA 1681o, any person who is negligent in failing  
2 to comply with any requirement imposed under the FCRA with  
3 respect to any consumer is liable to that consumer in an  
4 amount equal to the sum of (1) any actual damages sustained by  
5 the consumer as a result of the failure and (2) in the case of  
6 any successful action to enforce any liability under 15 U.S.C.  
7 1681o, the costs of the action together with reasonable  
8 attorney's fees.

9 38. Equifax; failed to conduct a reasonable investigation of  
10 Plaintiff's disputes and otherwise failed to comport with FCRA  
11 1681i.

12 39. Equifax; failed to adopt and follow reasonable procedures to  
13 assure maximum possible accuracy of Plaintiff's consumer  
14 credit and other personal information as required by FCRA  
15 which it complied, used and manipulated in order to prepare  
16 consumer credit reports, credit scores, risk factors, denial  
17 codes and other economic and predictions data evaluations.

18 40. As a result of Equifax's negligent failure to comply with the  
19 FCRA, it is liable to Plaintiff in the amount equal to sum of  
20 (1) any actual damages sustained by Plaintiff as a result of  
21 said failure and (2) the costs of this action together with  
22 reasonable attorney's fees.

23 41. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
24 comply with any requirement imposed under the FCRA with  
25 respect to any consumer is liable to that consumer in and  
26 amount equal to the sum (1) any actual damages sustained by the  
27 consumer as a result of the failure or damages of not less  
28 than \$100.00 and not more than \$1,000.00 (2) such amount of  
29 punitive damages as the court may allow, and (3) in the case  
30 of any successful action to enforce any liability under 15  
31 U.S.C. 1681n, the costs of the action together with reasonable  
32 attorney's fees.

1 42. Defendant Lexis Nexis aka Reed Elsevier Group plc, continues  
2 to add, store, maintain and disseminate erroneous and  
3 inaccurate names, address, employment data and personal credit  
4 information, in consumer reports it prepares and issues about  
5 Plaintiff which in part, is fraudulent, false, erroneous,  
6 misleading and adverse despite notice from Plaintiff and  
7 subscribers informing Defendant that such information is  
8 disputed by Plaintiff.

9 43. Pursuant to FCRA 1681o, any person who is negligent in failing  
10 to comply with any requirement imposed under the FCRA with  
11 respect to any consumer is liable to that consumer in an  
12 amount equal to the sum of (1) any actual damages sustained by  
13 the consumer as a result of the failure and (2) in the case of  
14 any successful action to enforce any liability under 15 U.S.C.  
15 1681o, the costs of the action together with reasonable  
16 attorney's fees.

17 44. Defendant Lexis Nexis aka Reed Elsevier Group plc continues  
18 its failure to conduct a reasonable investigation of  
19 Plaintiff's disputes and otherwise failed to comport with FCRA  
20 1681i.

21 45. Defendant Lexis Nexis aka Reed Elsevier Group plc continues  
22 its failure to adopt and follow reasonable procedures to  
23 assure maximum possible accuracy of Plaintiff's consumer  
24 credit and other personal information as required by FCRA  
25 which it compiled, used and manipulated in order to prepare  
26 consumer credit reports, credit scores, risk factors, denial  
27 codes and other economic and predictions data evaluations.

28 46. As a result of Defendant Lexis Nexis aka Reed Elsevier Group  
29 plc negligent failure to comply with the FCRA, it is liable to  
30 Plaintiff in the amount equal to sum of (1) any actual damages  
31 sustained by Plaintiff as a result of said failure and (2) the  
32 costs of this action together with reasonable attorney's fees.

- 1 47. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
2 comply with any requirement imposed under the FCRA with  
3 respect to any consumer is liable to that consumer in and  
4 amount equal to the sum(1) any actual damages sustained by the  
5 consumer as a result of the failure or damages of not less  
6 than \$100.00 and not more than \$1,000.00 (2) such amount of  
7 punitive damages as the court may allow, and (3) in the case  
8 of any successful action to enforce any liability under 15  
9 U.S.C. 1681n, the costs of the action together with reasonable  
10 attorney's fees.
- 11 48. Asset Acceptance LLC; willfully and negligently failed to  
12 validate Plaintiff's allege debt and continue to report to  
13 Credit Bureau in violation of FDCPA section 809(b).
- 14 49. Asset Acceptance LLC; willfully and negligently "Re age"  
15 fraudulent accounts by updating date of last activity on  
16 Plaintiff's credit report in hopes of keeping negative  
17 information on an account longer in violation of FCRA 605(c).
- 18 50. Asset Acceptance LLC; willfully and negligently obtain  
19 Plaintiff's credit report without Plaintiff's permission in  
20 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 21 51. Collection Systems Inc; willfully and negligently failed to  
22 validate Plaintiff's allege debt and continue to report to  
23 Credit Bureau in violation of FDCPA section 809(b).
- 24 52. Collection Systems Inc; willfully and negligently "Re age"  
25 fraudulent accounts by updating date of last activity on  
26 Plaintiff's credit report in hopes of keeping negative  
27 information on an account longer in violation of FCRA 605(c).
- 28 53. Collection Systems Inc; willfully and negligently obtain  
29 Plaintiff's credit report without Plaintiff's permission in  
30 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 31
- 32

- 1 54. Torres Credit Services Inc; willfully and negligently failed  
2 to validate Plaintiff's allege debt and continue to report to  
3 Credit Bureau in violation of FDCPA section 809(b).
- 4 55. Torres Credit Services Inc; willfully and negligently "Re age"  
5 fraudulent accounts by updating date of last activity on  
6 Plaintiff's credit report in hopes of keeping negative  
7 information on an account longer in violation of FCRA 605(c).
- 8 56. Torres Credit Services Inc; willfully and negligently obtain  
9 Plaintiff's credit report on or about October, 2008 without  
10 Plaintiff's permission as evidenced by Trans Union report#  
11 195880685 and in violation of FCRA 604 and sections 1681b  
12 (a) (3) (F).
- 13 57. Harvard Collection Services Inc; willfully and negligently  
14 failed to validate Plaintiff's allege debt and continue to  
15 report to Credit Bureau in violation of FDCPA section 809(b).
- 16 58. Harvard Collection Services Inc; willfully and negligently "Re  
17 age" fraudulent accounts by updating date of last activity on  
18 Plaintiff's credit report in hopes of keeping negative  
19 information on an account longer in violation of FCRA 605(c).
- 20 59. Harvard Collection Services Inc; willfully and negligently  
21 obtain Plaintiff's credit report on or about November, 2008  
22 without Plaintiff's permission as evidenced by Trans Union  
23 report# 195880685 and in violation of FCRA 604 and sections  
24 1681b (a) (3) (F).
- 25 60. Sallie Mae Servicing; willfully and negligently failed to  
26 validate Plaintiff's allege debt and continue to report to  
27 Credit Bureau in violation of FDCPA section 809(b).
- 28 61. Sallie Mae Servicing; willfully and negligently "Re age"  
29 fraudulent accounts by updating date of last activity on  
30 Plaintiff's credit report in hopes of keeping negative  
31 information on an account longer in violation of FCRA 605(c).
- 32

- 1 62. Sallie Mae Servicing; willfully and negligently obtain  
2 Plaintiff's credit report without Plaintiff's permission in  
3 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 4 63. Popular Mortgage Servicing Inc; willfully and negligently  
5 obtain Plaintiff's credit report on or about September, 2008  
6 without Plaintiff's permission as evidenced by Trans Union  
7 report# 195880685 and in violation of FCRA 604 and sections  
8 1681b (a)(3)(F).
- 9 64. Chase Bank; willfully and negligently obtain Plaintiff's  
10 credit report without Plaintiff's permission in violation of  
11 FCRA 604 and sections 1681b (a)(3)(F).
- 12 65. NCO Financial System; willfully and negligently obtain  
13 Plaintiff's credit report on July 16, 2007 and November 11,  
14 2007 without Plaintiff's permission as evidenced by Trans  
15 Union report# 195880685 and in violation of FCRA 604 and  
16 sections 1681b (a)(3)(F).
- 17 66. 1<sup>st</sup> Continental Mortgage; willfully and negligently obtain  
18 Plaintiff's credit report on September 11, 2008 without  
19 Plaintiff's permission as evidenced by Trans Union report#  
20 195880685 and in violation of FCRA 604 and sections 1681b  
21 (a)(3)(F).
- 22 67. Plaza & Associates; willfully and negligently obtain  
23 Plaintiff's credit report on July 7, 2008 without Plaintiff's  
24 permission as evidenced by Trans Union report# 195880685 and  
25 in violation of FCRA 604 and sections 1681b (a)(3)(F).
- 26 68. Markoff & Krasky; willfully and negligently obtain Plaintiff's  
27 credit report on March 23, 2007 without Plaintiff's permission  
28 as evidenced by Trans Union report# 195880685 and in violation  
29 of FCRA 604 and sections 1681b (a)(3)(F).
- 30 69. JP Morgan Chase; willfully and negligently obtain Plaintiff's  
31 credit report on March 11, 2008 without Plaintiff's permission  
32

as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F).

70. American Express; willfully and negligently obtain Plaintiff's credit report on or about October, 2008 without Plaintiff's permission as evidenced by Trans Union report# 195880685 and in violation of FCRA 604 and sections 1681b (a) (3) (F) and continue to report fraudulent, inaccurate and erroneous information about Plaintiff in violation of the Fair Credit Reporting Act.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all issues so triable.

**PRAYER FOR RELIEF**

Wherefore, Plaintiff requests that judgment be entered against Defendants for:

- a.) Actual damages in an amount to be shown at trial;
- b.) Statutory damages pursuant to FCRA 1681n;
- c.) Punitive damages pursuant to FCRA 1681n;
- d.) Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
- e.) Costs and reasonable attorney's fees; and
- f.) Such other relief as may be just and proper.

Dated this October 6, 2009

  
CLARK CRIDDELL  
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